

ISGS CHARTER ON THE 19th INTERNATIONAL SOL-GEL CONFERENCE ORGANIZATION, Sol-GEL 2017

The purpose of this ISGS Charter is to spell out the definition of the International Sol-Gel conference and the terms and conditions under which the LOC shall host and organize ISGS 19th biennial International Sol-Gel Conference.

The undersigned

(name of the institution)

(address)

represented by (name)....., in his capacity as the

on behalf of the Local Organizing Committee of the 19th edition of the International Sol-gel Conference, Chaired by, hereinafter referred to as LOC,

do hereby agree as follows:

1. Organization

The 19th International Sol-Gel Conference will be organized jointly by the ISGS (represented by the Board of the ISGS) and by the Local Organizing Committee (LOC), under the auspices of (institution)

Both ISGS and the LOC agree that it should be mutually beneficial to both parties to hold the 19th biennial International Sol-Gel Conference in (location).....

2. Date of the International Sol-Gel Conference

The International Sol-Gel Conference is an international gathering of scientists interested in the field of sol-gel science and technology, which take place in end of August or beginning of September.

3. Duration

Five days from Sunday afternoon to Friday

4. Language

The language of the Conference is English. All oral contributions and posters must be made in English.

4. Program of the International Sol-Gel Conference

The Program of the International Sol-Gel Conference combines

- plenary oral sessions,
- topical sessions,
- two or three parallel oral sessions,
- one or two poster session(s),
- one award ceremony,
- one industrial session
- and an industrial exhibition on the conference site (booths shall be made available, at a price to be determined by LOC, if industrial companies choose to exhibit products or services which price will be set by LOC).
- A social program has also to be scheduled, including a welcome reception, an ISGS come together party, a gala dinner, an optional excursion,.... An optional accompanying program can also be organized as well as a pre-tour or post-tour
- An optional ISGS one day workshop may also be organized by the ISGS in conjunction to the conference, typically prior to the conference.
- an official excursion

Overview program model:

Sol-Gel 2015	sunday	monday	tuesday	wednesday	thursday	friday			
Morning	ISGS one day workshop*	opening ceremony	plenary session	plenary session	Awards	plenary session			
		plenary session					Plenary / parallel sessions	Industrial session	Plenary / parallel sessions
Lunch									
Afternoon	ISGS one day workshop*	registrations	Plenary / parallel sessions	Plenary / parallel sessions	Conference excursion (1)	Plenary / parallel sessions	Conference excursion (2)	Plenary / parallel sessions	Plenary / parallel sessions
			Plenary / parallel sessions	Plenary / parallel sessions		Plenary / parallel sessions		Poster session	
Evening	welcome reception		conference banquet (1)	conference banquet (2)					
	ISGS Party								

* optional
 (1), (2) different possibilities to schedule

5. Characteristics of the conference site

The conference site has to be suitable to receive the conference delegate and in particular it has to meet the following requirements:

- 1 room large enough to seat the total number of participants to the conference for plenary session (estimated 500 - 600 attendees);
- 1 or 2 additional room(s) during the parallel sessions large enough to seat one half of the total number of participants to the conference;
- 1 space dedicated to poster communications, accommodating the maximum number of posters by poster sessions, and sufficient to ensure comfortable poster sessions to all attending people;
- 1 room large enough to accommodate up to 100 attendees for the ISGS one day workshop to be held prior to the conference. ISGS will be responsible for the room rental cost and expenses.

In addition to the space required for the scientific program, the following has to be secured and planned:

- 1 meeting room for the ISGS Board including internet access and video projection for the entire duration of the meeting (also available for JSST editorial Board meeting and other meetings).
- 1 space in the heart of the conference site dedicated to the industrial exhibition at the expense of the exhibitors (where the coffee-breaks will take place)
- 1 social program including a location for the conference dinner, the welcome reception, ISGS come to gether party, coffee-breaks
- the conference premises shall be reported to the ISGS Board or its representative member prior to the final selection being made. Failure to respond within two weeks of notice shall be tantamount to acquiescence.

6. Scientific Program

The elaboration of the scientific program is the responsibility of the LOC. The scientific program must be ratified by the ISGS board prior to its publication. The ISGS Board shall respond within 3 weeks after receiving the scientific program suggested by the LOC in order to keep on schedule.

The scientific program should abide by the following items:

- No more than 3 half days should be in the form of parallel sessions (2 or 3 max)
- The number of invited speakers should be limited to 20 including Keynote speakers and awardees
- It is not possible to invite the speakers invited in the 2 previous SolGel conferences, SolGel 2013 and 2011
- Time slots should be reserved in the program for the following
 - ISGS board activity report
 - ISGS board election
 - Awards (Ulrich, life achievement, best poster, travel grants)
 - Presentation of the future edition

7. Abstracts: submission and selection

The submission procedure has to be an online procedure. The abstracts will be reviewed primarily by the LOC in order to build a coherent scientific program. In certain cases, where the suitability of the abstract for either oral or poster presentation is in question, advice could be sought from the Advisory board.

8. Progress report

While the LOC is responsible for most of the organizational decisions for the given conference, the ISGS need to ensure the continuation and growth of the conference series in terms of quality and scientific impact. The tasks will be listed and will be included in a progress report. The LOC shall produce every 4 months until summer 2016 and every 2 months between August 2016 and the starting date of the Conference, a progress report showing the state of advancement of the organization of the conference. This progress report shall be communicated by e-mail to all members of the ISGS board through the member of the Board keeping contacts with the LOC.

9. Important dates and deadlines

Important dates and deadlines will be set jointly by the ISGS Board and the LOC. The following dates could be changed upon agreement of both parties.

- Opening of the conference website and formal invitations to invited speakers, including request for submitted articles if necessary
- First call for abstracts and announcement and start of the pre-registration period
- Second call for abstracts
- Abstract Submission open
- Deadline for abstract submission and start of registration period
- Notification of abstract acceptance
- pre-program
- End of early registration period
- Final program published
- Package price or amount reversed to ISGS

10. Online management

The LOC must be equipped with dedicated software for an online management of the various operations (registration, invoice, abstracts and paper submission) and can be assisted by the ISGS secretariat for the

tools and the management.

An updated list of registered person (fees paid) should be transmitted to the ISGS secretariat to in June, July and August 2017 (with status, institution, and country), as the final effective attending list after the conference.

The ISGS secretariat should communicate to the LOC an updated list of active ISGS members or verify the status of the ones registered as ISGS member.

11. Publication related to the conference

Book of abstracts and Conference program

A book and/or CD collecting all the accepted abstracts should be distributed to all the attendees during on-site registration to the conference.

the book of abstract should be available online for attendees and a light conference paper program (with titles and authors per session) will be distributed on site

Special issues

The ISGS and the LOC will publish conference special issues through Springer, or any other publisher designated by ISGS. A conference special issue of the JSST will be composed of papers submitted by the invited and keynote speakers and awardees.

The format of the special issues will be decided by the ISGS Board in collaboration with the LOC and the JSST editor.

12. Promotional Materials

LOC shall cause all promotional materials and signage to prominently include and display the ISGS name and logo, wherever possible on the front page in the case of materials with multiple pages (conference flyers, conference program, conference poster..) and, if any portion of the promotional material or signage in question is in color, the ISGS logo shall also be in color.

13. Registration fees

Registration fees, that include a two-year ISGS membership fee, will be determined according to the Bid Book in common agreement with the ISGS Board and the LOC.

ISGS member registration fees, for attendees who are already members of the ISGS prior to the start of the conference, must be set at a discount rate in accordance with the ISGS member's benefits. At the time of registration, they may decide to pay the discounted registration price or take advantage of the two-year ISGS membership by paying the maximum fee. The discounted registration price corresponds to the standard registration price minus X euros/\$ for regular participants and minus Y euros/\$ for students. The registration fees will be proposed by LOC and determined after ISGS evaluation.

Reduced/free registrations and banquet tickets

A limited number of participants shall be granted free registration and banquet tickets to the conference, including but not necessarily limited to:

- ISGS Board members (Incumbent)
- The editor in chief of the JSST (Incumbent)
- The Springer representative
- One attendee per exhibitor

Other possible reduced or free registrations shall be negotiated on a case-by-case basis and need ratifying by both ISGS and LOC.

14. Exhibition

An industrial exhibition (if organized) will be held on the conference site. Coffee breaks and/or poster sessions should take place in or close to the exhibition space.

For Springer as ISGS partner, a dedicated booth should be allocated without charges.

A booth located near the reception desk will be allocated by the LOC, without charges to ISGS.

Only in the case, for reasons that will be communicated to the ISGS Board, it will be impossible to dedicate both the two above mentioned booths, one single booth will be shared by Springer and ISGS.

Cost for exhibit space shall be billed separately at the expense of the exhibitors.

The ISGS partners, in accordance with the contract of partnership, will benefit from a reduced rate to book a booth (20% discount).

The conference exhibitors shall be entitled to all rights for exhibitors: free registration for one representative.

The ISGS shall review and approve the benefits offered to exhibitors in order to maintain consistency and fairness. The contracts of exhibition will be drawn up jointly by the ISGS Board and the LOC.

15. Sponsoring

A conference sponsor shall make a contribution no less than 800 € with different level of sponsorship (regular, silver or gold sponsor) to LOC or to ISGS. The LOC and ISGS shall actively seek as high levels of conference sponsorship/grants from external organizations as possible. The conference sponsors shall be entitled to all rights for sponsors; logo on all conference promotional materials, signage on the conference website. The sponsors contacted by ISGS will have the same rights and obligations as other conference sponsors and ISGS agrees that their registration fees and the cost of banquet tickets will be delivered by ISGS.

The ISGS shall review and approve the benefits offered to all sponsors in order to maintain consistency and fairness. The contracts of sponsorship will be drawn up jointly by the ISGS Board and the LOC.

16. Handling ISGS regular partners

ISGS may wish to organize a one-day workshop on a topic of interest to conference attendees. The organization and the cost of this workshop shall be under the responsibility of ISGS. LOC will assist in the logistical aspect of the organization, and agrees not to organize a competing event without prior agreement from ISGS.

17. Awards

Ulrich Awards, Life Achievement Awards and ISGS Best Posters Awards are the ownership of ISGS. ISGS shall retain exclusive responsibility for, and control of, every aspects of the Ulrich Awards, Life Achievement Awards and ISGS Best Posters Awards. The LOC shall provide a forum and facilities for the presentation by ISGS of these awards and should also reserve slots for invited oral presentations by the recipients of the Ulrich Awards and Life Achievement Awards.

Travel grants may also be distributed by the ISGS and the LOC.

18. Responsibility for international Sol-Gel Conference organization

The organization of the conference relies on the present charter which specifies the main specificities of the International Sol-Gel Conference and conditions to use the label ISGS. This charter specifies the unchangeable detailed process and the financial agreements between ISGS and the LOC.

ISGS shall oversee the LOC and assures consistency in the conference operations. Preparation of the Sol-Gel Conference is carried out in close collaboration between the LOC and the Board of the ISGS, particularly with the Board Member in charge of the Conference and with the secretariat which can provide advices and guidance.

The LOC can be assisted by the secretariat of the ISGS Board to choose the service providers. Within this framework, the LOC has leeway to organize the conference and to leave its mark on this event. While LOC has wide latitude to organize the conference, the Conference remains the property of ISGS.

The LOC shall be solely responsible for hosting and organizing the Conference. Such responsibility shall include performing all acts that are reasonable or necessary to ensure a smooth-running Conference, including, without limitation, arranged for or renting suitable space for the Conference, as well as providing tables, chairs, podiums, screen, microphones, sound equipment, signage, and the like for the orderly and efficient conduct of Conference registration and management. The LOC may assign to service providers the implementation of different tasks. The ISGS secretariat may be consulted to examine the proposals.

19. Insurance

The LOC agrees that it will obtain proof of insurance after formal registration of attendees. The original insurance certificate should clarify: insurance name, insurance coverage, insurance period, right to interpret, and applicable laws. Any items related to the insurance, including the claims and indemnity, shall be governed in accordance with regulation and provisions of the insurance policy. Insurance shall include coverage for personal injury of all conference attendees. The persons associated with attendees could be covered in the policy at their own expense. The limit of coverage shall be € 130,000 per occurrence. The insurance covers all official events held by the LOC in the conference venue and its auxiliary buildings (the official excursion will also be covered in the policy) during the official conference time. LOC will not be responsible for any injuries occurred outside of the conference events or the official conference time.

20. Waiver of Claims and Indemnity

To the extent allowed by law, LOC shall indemnify, defend and hold and save harmless ISGS, its affiliates and their respective partners, beneficiaries, trustees, directors, officers, employees and agents (collectively the "ISGS parties") and subcontractor from and against any and all liability, claims, damages, costs and expenses including without limitation, reasonable attorneys' fees ("claims"), resulting from or in connection with LOC organization of the conference.

To the extent allowed by law, LOC waives all claims against ISGS to persons or damage to property or to any other interests of LOC, sustained by LOC, or any person claiming through LOC resulting from any occurrence in or upon the conference location, or relating in any way to the final Agreement, except to the extent resulting from the negligence or willful misconduct of the ISGS. LOC indemnification obligation hereunder shall survive the expiration or earlier termination of the final Agreement.

21. Costs of litigation

If ISGS shall without fault on its part be made a party to any litigation arising out of any negligent or intentional act or omission of LOC, its officers, agents, employees or invitees, LOC shall pay all necessary costs and expenses, including reasonable attorneys' fees, incurred by such parties on account of said litigation.

If LOC shall without fault on its part be made a party to any litigation arising out of any negligent or intentional act or omission of LOC, its officers, agents, employees or invitees, ISGS shall pay all necessary costs and expenses, including reasonable attorneys' fees, incurred by such parties on account of said litigation.

In the event of any litigation between the parties respecting the final Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its reasonable attorneys' fees and costs as part of judgement.

22. Termination

Termination by ISGS: ISGS may terminate the Agreement hereunder upon a violation by LOC of any provision of the Agreement or upon a default by LOC which directly or indirectly makes ISGS unable to perform its obligations. ISGS reserves its right to make claims against LOC to any losses of ISGS resulting from early termination of the agreement (on expenses executed before the date of early termination).

Quitting by LOC: LOC may quit the conference organization under the final agreement hereunder upon a violation by ISGS of any provision of the final Agreement or upon a default by ISGS, which directly or indirectly makes LOC unable to perform its obligations. LOC reserves its right to make claims against ISGS to any losses of LOC resulting from early termination of the agreement (on expenses executed before the date of early termination).

The final Agreement may be dissolved by providing the written notice by any one of the Parties, and the other party shall end the task of the conference within 30 days after receiving the written notice. The withdrawing party is liable for any losses in the current conference.

23. Financial settlement

Any profit from the conference must be reversed to ISGS within 6 months of the conference closing date, including the X €//\$ for regular membership and Y €//\$ for students charged to all non ISGS members with their registration.

Conference organizers, their representatives or institutions are not allowed to gain personally from the organization of the conference.

ISGS is not responsible for any budgetary deficit incurred by LOC as a result of the organisation of the Conference.

24. Conference rights reserved

ISGS shall retain the sole and exclusive intellectual property rights throughout the universe to the 19th International Sol-Gel Conference. The Conference is an ISGS event, remains the intellectual property of ISGS, and LOC shall have no rights to the ISGS or Conference, except as specified herein; that is, LOC has been selected to host and organize the Conference for the year 2017 only. LOC shall make no representations to any third parties, in writing or otherwise, to the contrary. LOC is strongly encouraged to advertise the Conference widely. ISGS will share its email database with LOC for this purpose and this purpose only. Member database is the property of ISGS and can be used solely for the purpose of the Conference organization.

25. International Advisory Board

An International Advisory Board will be selected by the LOC. It should include at least one ISGS board member. The International Advisory Board will be requested to propose invited speakers, and can help with the overall selection of invited speakers. The final list of plenary and invited speakers needs to be reported to the Board of the ISGS before acceptance. The Advisory Board can also be asked to review and rate some of the abstracts submitted to the conference, using a protocol at the full discretion of the LOC.

26. Construction; Severability

In the event that any provision of the final Agreement conflicts with the law under which the final Agreement is to be construed or if any such provision is held invalid by a court/arbitration organization with jurisdiction over the Parties to the final Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, or (ii) if such a provision is incapable of lawful restatement or revision, then it shall be deemed deleted, and (iii) in either case the remaining terms, provisions, covenants, and restrictions of the final Agreement shall remain in full force and effect.

27. Counterparts, Signatures

This charter may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute a single agreement. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means.

28. Dispute Settlement

Except where otherwise specified, the rights and remedies granted to a Party under the final Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law.

Adhering to the Territoriality Principle of laws, for settlement of any controversy or claim arising out of or relating to the final Agreement or its interpretation or any breach of the final Agreement and for settlement of any dispute on events occurred in the conference, the law of the Country where such event take place shall be overriding.

Dispute on Events Occurred in the Conference

Except otherwise specified in the final Agreement, any event occurs during the 19th International Sol-Gel Conference at the conference venue and its auxiliary buildings shall be dealt with pursuant to the applicable law.

The settlement of the above events can be through consultation by the parties concerned under the principles of equity and justice. In case that the parties cannot reach an agreement after negotiation, any party shall follow one of dissolution ways below:

(i) Arbitration: The arbitration shall be governed by the International Arbitration Rules of the American Arbitration Association. Rules of Arbitration in effect at the time of applying for arbitration.

(ii) Litigation: the litigation shall be governed by the law of the place where the event occurs

Dispute on the final Agreement

Except otherwise specified in the final Agreement, the final Agreement shall be interpreted and construed in accordance with the laws of the State of California, Country of Los Angeles, and the Parties agree to the personal jurisdiction of the courts in Los Angeles, California on the interpretation and construal of the final Agreement.

29. Force Majeure

If for any reason beyond ISGS or LOC reasonable control, including but not limited to strikes, labor disputes; acts, regulations or orders of governmental authorities, civil disobedience, disasters, acts of war or terrorism, acts of God, fires, flood or other emergency conditions, ISGS or LOC is unable to perform its obligations under the final Agreement, such non-performance shall be excused and such party may terminate the final Agreement without further liability of any nature.

Place and Date:

AGREED AND ACCEPTED:

represented by
Prof.

Status